

How does the General Criminal Contract (January 2008) differ from the current General Criminal Contract?

A full copy of the new contract, showing changes from the current General Criminal Contract, can be found on our website. This document highlights the differences between the current General Criminal Contract and the General Criminal Contract (January 2008). All amendments to the Contract are highlighted with underline (inclusions) and strikethrough (deletions).

Contract Standard Terms - Our power to make changes to the Contract

There are a number of amendment provisions in the current General Criminal Contract, although the LSC has no plans to use those provisions during the life of the General Criminal Contract (January 2008) unless obliged to do so due to a change in legislation or as a result of any decision of a UK court or tribunal.

In the light of the judgment in the Unified Contract judicial review (see section 1.5 of the Information for Applicants) and bearing in mind that all parties have appealed the decision, we have decided to remove those powers which clearly apply only to amending “technical specifications” as identified by the court i.e. the SQM, Peer Review and Key Performance Indicators and will therefore remove clauses 6.4 to 6.7, 8.2 to 8.5 from the current Contract Standard Terms for the new contract. We will also amend Contract Standard Term clause 11.4 to exclude Part D of the Specification (Quality and Performance Standards) from the general power to amend the Specification. Finally, we will remove clause 16.33 from the current Contract Standard Terms, which is clearly out of date.

We believe that the LSC will therefore have complied with the judgment in relation to “technical specifications” and that these minor amendments should cause no difficulty in the short term for either the LSC or our providers. In the event that further amendments are required following the decision of the Court of Appeal, these will be implemented under clause 16.17 of the Contract Standard Terms.

Changes to the Contract Specification

Most differences between the two contracts are simply to bring in the changes we proposed to make to the General Criminal Contract in October 2007 (although there are also a few changes to take account of the fact that this is a new contract rather than an amendment to an existing contract, e.g. deleting old transitional provisions etc).

The main changes, on which we have previously consulted, are:

- Introducing fixed fees for work at the Police Station, including a small number of changes to Scheme Boundary Areas to take account of changes to local police and court operating procedures
- Facilitating the expansion of CDS Direct¹ and the Defence Solicitor Call Centre to own client work

¹ The expansion of CDS Direct to own client work is dependant on changes to paragraph 6 of the Police and Criminal Evidence Act 1984 Code C (Code of Practice for the detention, treatment and questioning of persons by police officers) being approved by Parliament. We expect these proposed changes to be considered by Parliament in October.

- Enabling the introduction of an exclusive panel to undertake Very High Cost Cases outside the scope of the General Criminal Contract (see further below)

Crown Court work and Litigators' Fees changes

The remuneration structure for Crown Court work is set out in The Criminal Defence Service (Funding) Order 2007, copies of which can be found at www.opsi.gov.uk. Any changes to the remuneration structure for Crown Court work will depend on our response to the consultation on the proposals for a Litigators Graduated Fees Scheme, to be announced shortly (see our website at CDS>Consultations). Any changes will also come into effect in January 2008.

Changes to Very High Cost Cases (see definition at Annex B of the Information for Applicants)

The LSC is establishing an exclusive panel of providers under separate contracting arrangements. The tender is now closed and applications are under consideration. Very High Cost Cases are excluded from the scope of this contract, and, unless a provider is a member of the VHCC Panel, they are required to refer on such cases from the point at which it becomes known that the case is, or is likely to be, a VHCC.